

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
NGM INSURANCE COMPANY,

Plaintiff,

-against-

BLAKELY PUMPING, INC. d/b/a ASSENTIAL PUMPING,
BRIAN J. BLAKELY, PETER J. SLINGERLAND, NANCY
SLINGERLAND and PROGRESSIVE CASUALTY
INSURANCE COMPANY,

Defendants.
-----X

Docket No.:
07-CV-6517

**EXHIBITS TO
MOTION**

EXHIBITS I-P

EXHIBIT “I”

COURTESY COPY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
NGM INSURANCE COMPANY,

Plaintiff,

-against-

Index No.
07-CV-5417

BLAKELY PUMPING, INC., d/b/a ASSENTIAL PUMPING,
BRIAN J. BLAKELY, PETER J. SLINGERLAND, NANCY
SLINGERLAND and PROGRESSIVE CASUALTY INSURANCE
COMPANY,

Defendants.
-----X

DATE: January 30, 2008
Poughkeepsie, New York

TIME: 11:31 A.M. - 12:03 P.M.

Theresa Seholm, Reporter

DEPOSITION
OF
PETER J. SLINGERLAND

APPEARANCES:

BRILL & ASSOCIATES, P.C.
Attorneys for Plaintiff
111 John Street, Suite 1070
New York, New York 10038

BY: HAYDN J. BRILL, ESQ.
E-mail: Hbrill@brillassociates.com

COOK, NETTER, CLOONAN, KURTZ & MURPHY, P.C.
Attorneys for Defendants:
Blakely Pumping, Inc. and Brian Blakely
85 Main Street
Kingston, New York 12402

BY: ROBERT E. NETTER, ESQ.

GOLDSTEIN & METZGER, LLP
Attorneys for Defendants:
Peter J. Slingerland and Nancy Slingerland
40 Garden Street
Poughkeepsie, New York 12601

BY: PAUL J. GOLDSTEIN, ESQ.

STIPULATIONS

IT IS HEREBY STIPULATED AND AGREED, by
and between the attorneys for the respective
parties hereto, that the sealing and filing
of the witness' deposition are hereby
waived.

It is further stipulated and agreed,
by and between the attorneys for the
respective parties hereto, that all
objections except as to form of the question
are reserved to the time of trial.

It is further stipulated and agreed,
by and between the attorneys for the
respective parties hereto, that they may
sign this deposition before any duly
qualified Notary Public.

* * * *

PETER J. SLINGERLAND,

a Defendant herein, having been first duly sworn by a Notary Public of the State of New York (Theresa Seholm), upon being examined, testified as follows:

EXAMINATION BY MR. BRILL:

Q Would you state your name for the record, please.

A Peter J. Slingerland.

Q Would you state your address for the record, please.

A 21 Tall Oaks Drive, Kingston, New York 12401.

Q Mr. Slingerland, my name is Haydn Brill. I represent a company by the name of National Grange Mutual Insurance Company and they have started a lawsuit to adjudicate certain rights and obligations under an insurance policy that was issued to Blakely Pumping in connection with your accident of November 3, 2005.

PETER J. SLINGERLAND

I'm going to be asking you some questions about this case, and if there's anything that I ask you that you don't understand, please let me know and I'll be more than happy to rephrase the question. Do you understand that?

A Yes, sir.

Q You've been deposed before?

A Yes.

Q So, one of the things you know is that the person sitting to your right and to my left is the court reporter who will be recording all the questions and answers today, and she can't record both of us at the same time, so even though you may anticipate what I'm going to ask you, please wait until I finish my question so that she can prepare a clear and clean transcript. Okay?

A That's fine.

Q And you understand that even though there's no judge or jury present today, your testimony is under oath?

A That's fine.

Q Mr. Slingerland, what's your date of birth?

PETER J. SLINGERLAND

A July 23, 1948.

Q And what's your Social Security number?

A 145-42-3640.

Q And how long have you resided at 21 Tall Oaks Drive?

A Since I think 1996.

Q And is that a one-story or two-story residence?

A Two-story colonial.

Q And do you live there alone or with somebody else?

A I live with my wife, Nancy, and my stepson, Ryan.

Q And how old is Ryan?

A He's 21. He's in college.

BY MR. BRILL:

Off the record.

(Whereupon, there was a discussion held off the record.)

Q Mr. Slingerland, are you presently working?

A Yes.

Q And where do you work?

PETER J. SLINGERLAND

A Staff-Line, Incorporated.

Q And what kind of business is Staff-Line, Incorporated?

A It's a professional employer's organization.

Q Like an employment placement service?

A No. It's a P.E.O. It's now -- unless it's by New York to -- it's like the HR department for a small business. We do payroll. We do HR, risk management.

Q And the name of company is what?

A Staff-Line.

Q Staff-Line?

A Staff hyphen Line.

Q And where are they located?

A On 53 Academy here in Poughkeepsie.

Q And what are your job functions and responsibilities?

A Human resources manager.

Q And what do you do as a human resource manager?

A Deal with employee issues from our clients, policies, things like that.

Q And how many years have you been employed at Staff-Line?

PETER J. SLINGERLAND

A Since 2000, so about seven years.

Q Do you drive to work?

A Yeah. My wife and I drive, carpool.

Q Your wife works here in Poughkeepsie, as well?

A For IBM.

Q Now, I understand on November 3, 2005 you were involved in a motor vehicle accident with a Brian Blakely, correct?

A That's what I'm told. I don't remember it.

Q In or about that time, November of 2005, did you own any motor vehicles?

A Yes.

Q And what kind of motor vehicles did you own?

A We owned a 1997 Honda CRV and I also owned a 2003 Hyundai Sonata.

Q And who was the primary driver of the Sonata?

A I guess you might say me.

Q And what about the Honda CRV?

A My wife drove that mostly.

Q Now, did you have insurance on the Sonata?

A Yes.

Q And was that with State Farm Insurance

PETER J. SLINGERLAND

Company?

A Yes, it was.

Q And did your wife have insurance on the
Honda CRV?

A Yes.

Q Who was that with?

A State Farm.

Q Was that under the same policy or a
different policy that insured the Hyundai
Sonata?

A I don't know specifically. I think they
were separate.

Q And the State Farm agent that you dealt
with, were they in Ballston Spa, New York or
someplace else?

A No.

Q Who was the State Farm agent that you dealt
with?

A Diane Williams in Kingston. I think
Ballston's the processing location.

Q Yes. I misread that. Thank you. And was
there a reason why you had separate policies
for the two vehicles?

A I don't know.

PETER J. SLINGERLAND

Q From time to time did your wife drive the Sonata?

A Yes.

Q And from time to time did you drive the CRV?

A Yes, I did.

BY MR. BRILL:

Can you mark that, please.

(Whereupon, the above-referred-to declaration sheet from State Farm was marked as Plaintiff's Exhibit 7 for Identification, as of this date, by the reporter.)

Q Mr. Slingerland, I'd like to show you what's been marked as Plaintiff's Exhibit 7, which is a declaration sheet from a State Farm policy that was renewed in August of 2005, and what I would like to ask you is if you recognize that as a fair and accurate copy of the State Farm policy at the time of its last renewal prior to your accident.

A Yes.

BY MR. GOLDSTEIN:

Off the record.

PETER J. SLINGERLAND

(Whereupon, there was a discussion
held off the record.)

BY MR. BRILL:

Q Mr. Slingerland, did you understand the
State Farm policy -- either before or after
your accident, did you understand that your
State Farm policy had uninsured and
underinsured motorist limits of \$100,000 per
accident?

A I didn't really -- probably didn't really
completely understand it.

Q Until after the accident?

A Until after maybe.

Q And after the accident did you understand
that your policy had a 100 slash 300 UM ---
(interrupted).

A Yes.

Q -- UIM --- (interrupted).

A I think they tried to explain it to me, but
there's so many things with the policy, you
know? When I purchased it, it was -- I
didn't really understand that part.

PETER J. SLINGERLAND

Q Okay. But you understand now that underinsured motorist coverage pertains to injuries of yours that might exceed the liability limits of somebody who was responsible for the accident?

A Yeah, when I had some practical use, then I'd understand it.

Q Okay. Aside from the State Farm insurance policy on the Sonata and the CRV, did you have any other types of auto policies in your home at the time of the accident, that were in effect at the time of the accident?

BY MR. GOLDSTEIN:

Why don't you ask him if there are any other autos in the home.

BY MR. BRILL:

Q Are there any other autos in the home?

A Yes, my stepson does.

Q And what kind of auto does he have?

A Well, it's changed frequently.

Q The one that he owned in November of 2005.

A I don't remember. He just recently purchased one, so I don't remember what he had.

PETER J. SLINGERLAND

Q Do you remember who insured that vehicle in November?

A State Farm.

Q State Farm, as well? And you had a homeowners policy?

A Right.

Q And that was with State Farm, as well?

A Yes.

Q And besides your personal auto and your homeowners policies, did you have any other insurance at the time of your accident?

BY MR. GOLDSTEIN:

What do you mean, like disability insurance?

BY MR. BRILL:

Disability.

BY MR. GOLDSTEIN:

Life insurance?

BY MR. BRILL:

Anything.

A I had life insurance. My wife and I both had that. I had some disability insurance through my employer.

BY MR. GOLDSTEIN:

PETER J. SLINGERLAND

Health insurance?

BY MR. BRILL:

Q You had health insurance at the time of the accident?

A It was through IBM.

BY MR. GOLDSTEIN:

Well, the answer is yes then.

BY THE WITNESS:

Yes. Right, right.

A I can't think of anything else.

BY MR. BRILL:

Q Okay. Did there come a time when you were advised that an offer had been made by Progressive Insurance Company to settle in whole or in part the personal injury claim that you made against Brian Blakely in this case in the sum of 25,000?

BY THE WITNESS:

Is that considered a settlement?

A Can I ask him?

BY MR. BRILL:

Q Sure.

BY THE WITNESS:

Is that considered a settlement?

1 PETER J. SLINGERLAND

2 BY MR. GOLDSTEIN:

3 Yes.

4 BY THE WITNESS:

5 A Yes, then it was.

6 BY MR. BRILL:

7 Q And did you accept that settlement from
8 Progressive?

9 BY MR. GOLDSTEIN:

10 Well, does --- (interrupted).

11 BY MR. BRILL:

12 Q Was that settlement accepted by you?

13 BY MR. GOLDSTEIN:

14 Did they pay him \$25,000?

15 BY MR. BRILL:

16 Q Did they pay you \$25,000?

17 A Yes.

18 Q And there were certain stipulations that
19 Progressive required as part of that
20 settlement that were explained to you by
21 your attorney, correct?

22 A I believe so, yes.

23 Q Okay.

24 BY MR. GOLDSTEIN:

25 Now you're testing me here to see if

PETER J. SLINGERLAND

I'm doing my job, right?

BY MR. BRILL:

Q And other than the \$25,000 that you received from Progressive Insurance Company, have you received any other moneys for your bodily injury or personal injury claims other than health insurance for your medical bills?

A Well, the disability insurance through my employer.

Q Okay.

A Some went in on that.

Q Okay.

A That's since stopped. I can't think of anything else.

Q You didn't receive any monies directly from the Blakelys --- (interrupted).

A No.

Q -- or Blakely Pumping?

A Nothing, no.

Q Okay. And the disability payments, those were paid by the State or by a private health insurance?

A A private insurance company.

Q And that was Unum?

1 PETER J. SLINGERLAND

2 A Yes.

3 Q First Unum?

4 A Yes. That's the disability insurance.

5 Q And how much did you receive in disability
6 benefits, approximately?

7 A I could guess, but I don't know if you want
8 me to guess.

9 Q Approximate. I'm not going to hold you to
10 an exact number.

11 A About probably 3, \$4,000 in total.

12 Q And the medical expenses that you incurred
13 in connection with the injuries you
14 sustained in the accident, those were paid
15 by your health insurance?

16 A A portion of it was.

17 Q And what portion did you pay out-of-pocket
18 for your medical expenses?

19 BY MR. GOLDSTEIN:

20 I think he means no fault paid as
21 well. No fault paid. It was exhausted.
22 Then his MVP paid.

23 BY MR. BRILL:

24 Q Okay. Did you incur any expenses out of
25 pocket in connection with the injuries you

1 PETER J. SLINGERLAND

2 received in the motor vehicle accident on

3 November 3, 2005?

4 A Yes.

5 Q Approximately how much?

6 A I have no idea.

7 BY MR. GOLDSTEIN:

8 That includes co-pays, you understand?

9 BY THE WITNESS:

10 Right, right.

11 BY MR. BRILL:

12 Q Co-pays and the benefits.

13 A That's why it's hard to figure here exactly.

14 BY MR. GOLDSTEIN:

15 That's fine.

16 BY THE WITNESS:

17 A I wouldn't want to guess, because that's
18 what I'd be doing.

19 BY MR. BRILL:

20 Q Can you approximate?

21 A That would be a guess --- (interrupted).

22 Q Would it be hundreds --- (interrupted).

23 A -- but if you want to accept that ---
24 (interrupted).

25 Q -- thousands --- (interrupted).

PETER J. SLINGERLAND

A -- I can do that.

Q -- more than a thousand, less than a thousand?

(Whereupon, there was a discussion held off the record.)

Q Would it be hundreds of dollars, thousands of dollars, more or less than a thousand dollars? However you can approximate it.

A I would guess less than a thousand dollars.

(Whereupon, there was a discussion held off the record.)

BY MR. BRILL:

Could you mark that as 8, Plaintiff's Exhibit 8.

(Whereupon, the above-referred-to settlement letter was marked as Plaintiff's Exhibit 8 for Identification, as of this date, by the reporter.)

PETER J. SLINGERLAND

Q Mr. Slingerland, as part of your settlement with Mr. Blakely in this case, were you requested to sign a release in connection with the case?

A That's my signature, yes.

Q And I was going to say, I'd like you to take a look at Plaintiff's Exhibit 8 for Identification and ask you if that's a fair and accurate copy of the release that you were asked to sign, to the best of your knowledge?

A To the best of my knowledge, yes.

BY MR. BRILL:

Mark that, please.

(Whereupon, the above-referred-to copy of the State Farm Policy was marked as Plaintiff's Exhibit 9 for Identification, as of this date, by the reporter.)

Q By the way, your stepson's name is Ryan Slingerland?

A No, Ryan Lemming.

Q Ryan?

PETER J. SLINGERLAND

A Lemming.

Q Does he go by the name of Brian Slingerland for any reason?

A No. I think that was a mistake on State Farm's part.

Q Now, I'd like to show you what's been marked as Plaintiff's Exhibit 9 and ask you if you recognize this is the State Farm insurance policy that was in effect at the time of your accident.

A I think this is a general policy for State Farm. It probably includes mine. It probably includes everybody else's, too.

Q And you'll notice that there is a stamp on there that says Thomas Hull, Agent, in the middle of the page.

A Okay.

Q Is Mr -- is Diane Williams associated with that agency?

A I don't know. I don't know the name.

Q Do you know anybody at 182 Aaron Court in Kingston, New York?

A No.

Q Also known as the Martin Aaron Office

PETER J. SLINGERLAND

Complex?

A Could be an associate of Diane Williams. I don't know.

Q Does that sound similar to the address that you know of from Ms. Williams?

A I don't know. I'm trying to think of her address. I don't -- it's not that.

Q Do you have Ms. Williams' address or telephone number at home someplace? Do you know how to get in contact with her? Do you have a card?

A I'm trying to see if it's on here.

BY MR. GOLDSTEIN:

No, no. He wants to know what you remember. Forget about that. Don't even look.

BY THE WITNESS:

Okay.

A I probably have something home.

BY MR. BRILL:

Q What I'm going to do is I'm going to ask the court reporter to leave a space in the transcript, a blank space.

A Okay.

PETER J. SLINGERLAND

Q What's going to happen is we're going to provide your attorney with a copy of this transcript --- (interrupted).

A Okay.

Q -- ask you to review it and correct any mistakes that were made, and when you see this blank, if you could insert the address and phone number, if you have it.

A Sure.

Q Or the address or the phone number for Ms. Williams.

(INFORMATION REQUEST)

A _____

BY MR. GOLDSTEIN:

Well, her phone number, if you look on the bottom left-hand corner of the dec. sheet, which you have marked as -- what number?

BY MR. BRILL:

P7.

BY MR. GOLDSTEIN:

1 PETER J. SLINGERLAND

2 P7. At least my copy has numbers.

3 Yours?

4 BY MR. BRILL:

5 No.

6 BY MR. GOLDSTEIN:

7 Okay. Then why don't you write it
8 down (handing).

9 BY MR. BRILL:

10 That's what I was looking for. I
11 thought the address might be there, too.

12 BY MR. GOLDSTEIN:

13 Well, it's not there.

14 BY MR. BRILL:

15 Okay. Just let the record reflect
16 that, I guess, the copy that was made for me
17 cut off -- well, actually, it didn't cut
18 off. Did not contain the telephone number,
19 whereas Mr. Goldstein's copy does. Let's
20 see. Is this the same --- (interrupted).

21 BY MR. GOLDSTEIN:

22 I don't know.

23 BY MR. BRILL:

24 Otherwise it appears to be the same
25 form, but one has Ms. Williams' phone number

1 PETER J. SLINGERLAND

2 and one doesn't.

3 BY MR. GOLDSTEIN:

4 You want to make another copy of that?

5 BY MR. BRILL:

6 (Handing).

7 BY MR. GOLDSTEIN:

8 That's weird, huh?

9 BY MR. NETTER:

10 One probably came from the company
11 which didn't have it on it and the other
12 came from the agency, which had it.

13 BY MR. BRILL:

14 Well, the telephone numbers are
15 different from Hull and -- unless ---
16 (interrupted).

17 BY MR. GOLDSTEIN:

18 Well, who knows.

19 BY MR. BRILL:

20 There's one way to find out. I could
21 just call the Hull number and ask if
22 Diane Williams is there.

23 BY MR. GOLDSTEIN:

24 Yes. You want me to write it -- okay.

25 BY MR. BRILL:

1 PETER J. SLINGERLAND

2 If you would make me a copy of yours.

3 BY MR. GOLDSTEIN:

4 This one? Okay.

5 BY MR. BRILL:

6 Yes. We'll mark that as one and then
7 we'll mark it separately.

8 BY MR. GOLDSTEIN:

9 You want a copy of this?

10 BY MR. NETTER:

11 No.

12 BY MR. GOLDSTEIN:

13 Anything else or you're done?

14 BY MR. BRILL:

15 If you could just make a copy of that.

16 BY MR. GOLDSTEIN:

17 Oh, you want me to do it now?

18 BY MR. BRILL:

19 Yes, that way I can mark it.

20

21 (Whereupon, there was a brief recess
22 taken.)

23

24 BY MR. BRILL:

25 Would you mark that, please,

PETER J. SLINGERLAND

Plaintiff's 10.

(Whereupon, the above-referred-to declaration sheet with phone number and address of Williams was marked as Plaintiff's Exhibit 10 for Identification, as of this date, by the reporter.)

Q Mr. Slingerland, I'd like to show you what's been marked as Plaintiff's Exhibit 10 and Plaintiff's Exhibit 7 and ask you to compare those documents and if you would agree with me that they're identical with the exception that on Plaintiff's Exhibit 10 there is a phone number underneath Diane Williams' name?

A Yes, they do appear the same.

Q Okay. Thank you. So, it's fair to say that Plaintiff's Exhibit 10 and Plaintiff's Exhibit 7 both fairly and accurately reflect the automobile insurance coverage that you had in effect with State Farm at the time of your accident?

A Correct.

PETER J. SLINGERLAND

Q And I should preface -- follow up that question by saying applicable to the Hyundai Sonata.

A That's fine. Yes. Thank you.

Q At some point after your accident on November 3, 2005 did you or somebody else on your behalf, to your knowledge, file or put State Farm on notice of your intention to make a claim for underinsured motorist benefits?

BY MR. GOLDSTEIN:

Could you read that question back, Terry?

(Whereupon, the pending portion of the record was read by the reporter.)

BY MR. GOLDSTEIN:

Object to form.

(Whereupon, there was a discussion held off the record.)

BY MR. BRILL:

PETER J. SLINGERLAND

Can he answer?

BY MR. GOLDSTEIN:

Yes. I don't care. Off the record.

(Whereupon, there was a discussion
held off the record.)

BY MR. BRILL:

I'll rephrase the question.

Q Have you or Mr. Goldstein, on your behalf,
advised State Farm that you may be making a
claim at some point for underinsured
motorist benefits in connection with your
accident on November 3, 2005?

A I believe someone has.

Q You have not testified in connection with
any claim that you intend to make against
State Farm for underinsured motorist
benefits at this time, correct?

A I can't recall, no, I don't, sir.

BY MR. BRILL:

I guess, by counsel, you have some
type of notice that you provided to State
Farm of the accident and an intention at

1 PETER J. SLINGERLAND

2 some point in the future that you may be
3 making a claim for underinsured motorist
4 benefits?

5 BY MR. GOLDSTEIN:

6 Correct.

7 BY MR. BRILL:

8 If you have a copy of that letter to
9 State Farm, we would appreciate a copy.

10 BY MR. GOLDSTEIN:

11 Okay. Well, you have the permission
12 that they gave.

13 BY MR. BRILL:

14 I know.

15 BY MR. GOLDSTEIN:

16 That I think --- (interrupted).

17 BY MR. BRILL:

18 But I assume there's some letter
19 claiming a notice of claim so you wouldn't
20 get a late notice disclaimer.

21 Q By the way, how much were you earning at
22 your job in November of 2005?

23 A Well, my job is one thing. I was also
24 collecting retirement. It was probably
25 about 30, 31,000.

PETER J. SLINGERLAND

Q And how much are you earning at the present time?

A About the same.

Q And how many hours a week were you working in November of 2005?

A 30 to 35.

Q And how many hours are you working now?

A Same.

Q And do you work five days a week, something else?

A Usually four days a week.

Q Have you ever had any conversations with Brian Blakely, Steven Blakely or any other person affiliated with Blakely Pumping about their insurance coverage in connection with your accident of November 3, 2005?

A Not that I could recall, no.

Q And did Diane Williams take care of all the other State Farm policies that were applicable to the other vehicles in your household?

A I believe she worked with my wife on that.

Q She worked with your wife, meaning she worked in getting the insurance with your

PETER J. SLINGERLAND

wife or she works physically with your wife
at IBM?

A No. She worked with my wife after my
accident. Is that your question?

Q No. No. My question is, did Diane Williams
take care of all your personal automobile
insurance needs for not only your car but
all the other cars in your household, the
CRV and --- (interrupted).

A Yes.

Q Does she still take care of it?

A Yes.

Q Do you have copies of the 2005 State Farm
automobile policy on the Hyundai Sonata at
home?

A Bills?

BY MR. GOLDSTEIN:

You mean the actual policy as opposed
to --- (interrupted).

BY MR. BRILL:

Q The actual policy itself, or is that policy
that we marked applicable for all the
vehicles?

A I don't think we could find it.

1 PETER J. SLINGERLAND

2 BY MR. BRILL:

3 Okay. Thank you, sir. That all I
4 have.

5 BY MR. NETTER:

6 I have no questions.

7

8 (Whereupon, the deposition of
9 PETER J. SLINGERLAND was concluded at
10 12:03 p.m.)

11

12

13

X
PETER J. SLINGERLAND

14

15

16 Subscribed and sworn to before me
17 this_____ day of_____2008.

18

X
NOTARY PUBLIC

19

20

21

22

23

24

25

I N D E X

| | |
|----------------------|------|
| WITNESS | PAGE |
| PETER J. SLINGERLAND | 4 |

| | |
|----------------|------|
| EXAMINATION BY | PAGE |
| MR. BRILL | 4 |

| | | |
|--|--|------|
| PLAINTIFF'S EXHIBITS FOR IDENTIFICATION | DESCRIPTION | PAGE |
| 7 | Declaration sheet from State Farm | 10 |
| 8 | Settlement letter | 19 |
| 9 | Copy of the State Farm Policy | 20 |
| 10 | Declaration sheet with phone number and address of Williams | 27 |

| | |
|---|------|
| INFORMATION TO BE INSERTED | PAGE |
| Insert address and telephone number for Diane Williams | 23 |

C E R T I F I C A T E

STATE OF NEW YORK)
)SS:
COUNTY OF DUTCHESS)

I, THERESA SEHOLM, a Court Reporter and
Notary Public within and for the State of New York, do
hereby certify:

That PETER J. SLINGERLAND,
the witness whose deposition is hereinbefore set
forth, was duly sworn by me and that such deposition
is a true record of the testimony given by the
witness.

I further certify that I am not related to
any of the parties to this action by blood or marriage
and I am in no way interested in the outcome of this
matter.

IN WITNESS WHEREOF, I have hereunto set my
hand this 4th day of February, 2008.


Theresa Seholm

LAWYER'S NOTES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT “J”

PO Box 8000
Ballston Spa NY 12020

3C3G -7160 A

SLINGERLAND, PETER J
21 TALL OAKS DR
KINGSTON, NY 12401-7426



Your premium is based on the following . . . If not correct, contact your agent.

2003 HYUNDAI SONATA VIN KMHWF35H63A890331

Clasa 6AJ050F000

Drivers of vehicle in your household...

Principal driver is age 50 - 74 and there are no unmarried drivers under 25 assigned to this car.

Ordinary use of vehicle...

Pleasure or not more than 30 miles weekly to and from work or school.
Driven 7,500 miles or less annually. (National average is 12,000 miles annually.)

POLICY NUMBER 244222-B14-52A

AUG 14 2005 EB 14 2006

DATE DUE

PLEASE PAY THIS AMOUNT

AUG 14 2005

\$302.06

Coverages and Limits

Premium

| | | |
|-----|---------------------------------|------|
| A | Liability | |
| | Bodily Injury 100,000/300,000 | |
| | Without Supplemental Spousal | |
| | Property Damage 100,000 | 95.5 |
| P11 | Personal Injury Protection | 53.7 |
| Q3 | Additional Personal Injury | |
| | Protection | 14.3 |
| D | 500WG Deductible Comprehensive | 42.3 |
| G | 500 Deductible Collision | 76.1 |
| R1 | Car Rental & Travel Expense | |
| | \$20 Per Day, \$400 Max | 7.2 |
| U | Uninsured/Underinsured Motorist | |
| | Bodily Injury 100,000/300,000 | 12.7 |

Amount Due

\$302.0

Your premium has already been adjusted by the following:

Premium Reductions

| | |
|---------------------|------|
| Multiple Line | 47.2 |
| Antilock Brakes | 12.6 |
| Multicar | 62.5 |
| Accident Prevention | 25.0 |
| Antitheft | 4.7 |
| Running Light | 7.4 |
| Vehicle Safety | 3.5 |
| Accident-Free | 75.1 |

Your Multiple Line Discount has increased. For additional information, please refer to the enclosed News & Notes article or contact your agent.

Your Defensive Driving Discount will be removed in six months. To keep the discount, you must complete an approved course and take the certificate to your agent.

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

You may pay one half of the amount due, \$151.03, plus a handling charge of \$2.00. The amount due on AUG 14 2005 will be \$153.03.

The remaining half will be due on OCT 13 2005. We'll send you a reminder notice.

The following list of drivers is shown for informational purposes only and does not extend or expand coverage beyond that contained in this automobile policy. Our records indicate the persons listed below are the only licensed drivers reported to us:

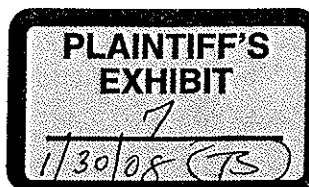
NANCY A SLINGERLAND, PETER SLINGERLAND, RYAN SLINGERLAND.

If the above information is inaccurate or incomplete, please contact your agent immediately to make corrections.

***** Your policy has the Guaranteed Renewal Endorsement. *****

Thanks for letting us serve you...

Agent DIANE WILLIAMS
Telephone



94-7741 4014

See reverse side for important information.
Please keep this part for your record.

Prepared JUN 23 2005

EXHIBIT “K”

State Farm Insurance Companies



April 27, 2007

PO Box 8050
Ballston Spa, NY 12020 8050
Hours of Operation:
Mon-Fri 7am-7pm; Sat 9am 5pm

RECEIVED

Paul Goldstein
Goldstein And Metzger
40 Garden St
Poughkeepsie, NY 12601

APR 30 2007

GOLDSTEIN & METZGER, LLP

RE: Claim Number: 52-2925-469
Date of Loss: November 3, 2005
Our Insured: Peter J Slingerland
Your Client: Peter J Slingerland

Dear Mr. Goldstein:

State Farm hereby grants permission for you to accept the primary tort feasor's offer of \$25,000.

Upon settlement, please forward a copy of their payment and the executed release.

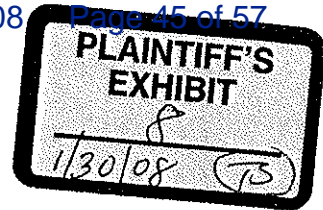
Sincerely,

Julie Bourcy
Claim Representative
(800) 599-8257

State Farm Mutual Automobile Insurance Company

CC:

EXHIBIT “L”



KNOW ALL MEN BY THESE PRESENTS, THAT

PETER SLINGERLAND and NANCY SLINGERLAND,

RESIDING AT: 21 Tall Oaks Drive, Kingston, New York 12401,

AS RELEASORS,

in consideration of the sum of TWENTY FIVE THOUSAND Dollars

(\$25,000.00),

the receipt of which is hereby acknowledged, do hereby remise, release and forever discharge, with prejudice,

BRIAN J. BLAKELY,

AS RELEASEES,

Releasees' heirs, executors, and administrators, of and from all and all manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands whatsoever in law or equity, which against the said Releasees we ever had, now have, or which our heirs, executors, or administrators hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the date of these presents, for personal injuries.

In full settlement of the personal injury claim arising out of an accident on or about November 3, 2005 for bodily injury and conscious pain and suffering; however, this release shall not affect the subrogation rights of any individuals, corporations, insurance carriers or other entities.

IN WITNESS WHEREOF, I have hereunto set my hand the 4th day of May, 2007.

PETER J. SLINGERLAND

NANCY SLINGERLAND

STATE OF NEW YORK)
COUNTY OF Ulster) ss:

On May 4, 2007 before me personally came PETER SLINGERLAND and NANCY SLINGERLAND to me known, and known to me to be the individuals described in, and who executed the foregoing RELEASE, and duly acknowledged to me that they executed the same.

MARYANNE QUICK
Notary Public, State of New York
Qualified in Ulster County
#01QU4788039
Commission Expires March 30, 2011

NOTARY PUBLIC

EXHIBIT “M”

Mainetti, Mainetti & O'Connor, P.C.

ATTORNEYS AT LAW
303 CLINTON AVENUE
P.O. BOX 3058

Kingston, New York 12402-3058

ALFRED B. MAINETTI
VICTOR R. MAINETTI (1956-1993)
JOSEPH E. O'CONNOR

REGINA FITZPATRICK

January 3, 2006

PLEASE RESPOND TO:
P.O. BOX 3058
KINGSTON, NEW YORK 12402-3058

SENATE HOUSE PROFESSIONAL BUILDING
(845) 331-2434
FAX (845) 331-2004

National Grange Mutual Insurance Company
55 West Street
Keene, New Hampshire 03431

331-2434
LEGAL DEPT.

JAN 06 2006

Re: Assential Pumping, Inc.
Policy No.: MPV52824
Account No.: CACV52824
MVA- D/A: 11/3/05
Our client: Brian Blakely

Dear Sirs:

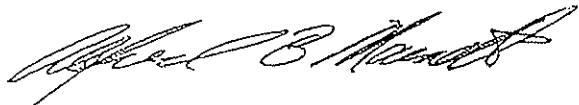
MPV52824
Please be advised that this office is personal counsel for Brian Blakely an employee of Assential Pumping, Inc. On the above date, Mr. Blakely, while employed for Assential Pumping, Inc. was involved in a motor vehicle accident in Ulster County, New York, with Peter J. Slingerland. Enclosed herein is a copy of the summons and complaint which was served on Mr. Blakely on December 23, 2005.

At the time of the occurrence, Mr. Blakely was driving a motor vehicle insured with Progressive Casualty. The contact agent for Progressive is Mr. Ross Cardwell, at Progressive Claims Service, 1401 Route 52, Suite 200, Fishkill, New York 12524-3227. The policy limits for Progressive Insurance is \$25,000/\$50,000.

It is my understanding that Mr. Slingerland has suffered severe physical injury in this case, that is fairly compensatory in a sum far greater than the minimum policy afforded by Progressive. Please keep me apprised of all negotiations and progress in this case.

Very truly yours,

MAINETTI, MAINETTI & O'CONNOR, P. C.



BY: ALFRED B. MAINETTI, ESQ.

ABM:mal

cc: Mr. Ross Cardwell
Mr. Brian Blakely

EXHIBIT “N”

National
Grange
Mutual
Insurance
Company



220 Salina Meadows Parkway
Suite 200
P. O. Box 4828
Syracuse, NY 13221
800-962-5515 (Ext 1460)
315-434-1460 (Direct)
315-434-1429 (Fax)

January 25, 2006

Assential Plumbing, Inc.
11 Mary Lou Lane
Shokan, NY 12481

RE: Our Insured: Assential Plumbing, Inc.
Our File # MPV52824-001-678
Date of Accident: 11/3/05

Dear Policyholder:

A letter was received from the attorney representing Brian Blakely putting us on notice of a claim being made against you. I am the adjuster who has been assigned to handle this claim. I've not been able to reach you by phone. It is very important that I speak with you and would appreciate your calling me at the toll free number listed above when you receive this letter.

Thank you.

Very truly yours,

Edward C. Airel
Claim Representative

EXHIBIT O

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----x
NGM INSURANCE COMPANY,

Docket No. 07-CV-6517

Plaintiff,

-against-

BLAKELY PUMPING, INC. d/b/a ASSENTIAL PUMPING,
BRIAN J. BLAKELY, PETER J. SLINGERLAND, NANCY
SLINGERLAND and PROGRESSIVE CASUALTY
INSURANCE COMPANY,

**AFFIDAVIT OF
CHRISTOPHER BOYCE**

Defendants.
-----x

STATE OF NEW YORK)

COUNTY OF ONONDAGA)

Christopher Boyce, being duly sworn, deposes and says:

1. At all relevant time in this case, I have been employed as a Claims Supervisor for National Grange Mutual Insurance Company ("NGM") and have personal knowledge regarding the facts and circumstances of the claim submitted to NGM by Blakely Pumping, Inc. d/b/a Assential Pumping arising out of a two car motor vehicle action on November 3, 2005.

2. I base this affidavit on (1) the case notes pertaining to this claim which are maintained in the ordinary course of business and contemporaneously recorded in NGM's computer system by its employees; (2) upon my discussions and supervision of Edward C. Airel, the adjuster to whom this claim was assigned; and (3) a lifetime of knowledge, training and experience in the insurance industry.

3. I am aware that on January 3, 2006, Alfred Mainetti, personal counsel for Brian Blakely, wrote to National Grange Mutual Insurance Company advising them for the first time

that Mr. Blakely had been involved in a two car motor vehicle accident on November 3, 2005, at the intersection of Route 28 and Forest Hill Drive in Kingston, New York, in the course of his employment with Assential Pumping, Inc. A copy of the summons and complaint was enclosed and National Grange was advised that Mr. Blakely was driving a motor vehicle insured by Progressive Casualty with policy limits of \$25,000/\$50,000.00, and that he understood that the minimal coverage would be insufficient. (Ex. L). This letter was received by NGM on or about January 6, 2004.

4. Following receipt of the claim, the case was assigned to claims adjuster Edward C. Airel on January 11, 2006. That same day, Mr. Airel called the insured, but failed to reach them. Mr. Airel then undertook to confirm what coverages had or had not been issued to the insured and sought to contact the insured's broker to obtain contact information for the insured. Having failed to receive any calls from the insured, Mr. Airel again called Blakely Pumping, Inc. d/b/a Assential Pumping on January 17, 2006 and again on January 25, 2006. Having failed to hear from the insured on his third attempt, Mr. Airel prepared correspondence to his insured seeking information regarding the claim. On January 30, 2006, Mr. Airel received a voice message by Stephen Blakely who provided another phone number for Mr. Airel to call. Upon receiving that message, Mr. Airel left a message requesting Mr. Blakely to contact him regarding the claim. Approximately 1 hour later, Mr. Airel received a call from Stephen Blakely who advised Mr. Airel that he was the President of Assential Pumping; that his brother Brian was the Vice President; and at the time of the accident, Brian was using his own vehicle at the time of the accident – a Dodge truck – and was on his way to assess a septic pump out job.

5. After discussing the claim with Mr. Blakely, Mr. Airel advised Mr. Blakely that there was likely no coverage under Assential Pumping's Commercial General Liability policy for

this accident and he would be hearing from Mr. Airel after he spoke to Tracy at Progressive Insurance Company (who provided personal auto coverage on Mr. Blakely's Dodge truck) and Brian Blakely's attorney. Mr. Airel then proceeded to discuss his investigation with me and we confirmed that there was no coverage for the loss.

6. On January 31, 2006, NGM disclaimed coverage for the claim.

7. CGL policies in general, and NGM's policy in this case, does not insure commercial vehicles. CGL policies primarily provide coverage to the insured for all such sum the insured may become legally obligated to pay as damages for "bodily injury", "property damage", "personal injury" or "advertising injury". In order to obtain coverage for a commercial automobile regularly used in the course of business, such as the personal vehicle Mr. Blakely used on a regular basis for the business of Assential Pumping, an insured would be required to purchase a commercial automobile insurance policy. Assential Pumping had no such coverage with NGM for the Dodge truck involved in the accident on November 3, 2005.

8. Furthermore, the Nonowned and Hired Automobile Endorsement provided to Assential Pumping does not provide coverage for any autos owned by any partner or executive officer of the corporate insured or his household.


Christopher Boyce

Sworn to before me this
28th day of March, 2008

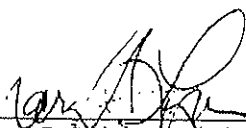

Notary Public
MARY S. LYNCH
Notary Public in the State of New York
Qualified in Onondaga County No. 4869255
My Commission Expires June 30, 2012

EXHIBIT P

National
Grange
Mutual
Insurance
Company



220 Salina Meadows Parkway
Suite 200
PO Box 4828
Syracuse, NY 13221
(800) 962 5515 ext 1460
Direct 315-434-1460
Fax 315-434-1429

THIS LETTER IS BEING SENT BOTH CERTIFIED MAIL – RETURN RECEIPT REQUESTED
AND REGULAR MAIL

February 1, 2006

Steve Blakely
Assential Pumping, Inc.
11 Mary Lou Lane
Shokan, NY 12481

RE: Policyholder: Assential Pumping, Inc.
Our File # MPV52824-001-678
Date of Accident: 11/3/05

Dear Mr. Blakely:

We are in receipt of a January 3, 2006 letter from Alfred Mainetti, Esq., who said he is personal counsel for Brian Blakely, an employee of Assential Pumping, Inc. The letter states that while in the course of his employment, Brian was in a motor vehicle accident. Mr. Mainetti enclosed a copy of a summons and complaint that he says was served on Brian on December 23, 2006. His letter was received on January 10, 2006 and was our first notice of claim.

When you and I spoke on January 30th, you told me that you are the president of Assential Pumping and that Brian is the vice president. You said that Brian was using his own vehicle, a Dodge truck, and was on his way to assess a septic pumpout job when he was involved in an accident. You said that Brian was in the course of his employment when the accident happened

We must call your attention to your Businessowners Liability Coverage Form, identified as MPV52824, which states in part:

"A. Coverages

1. Business Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies. We will have the right and

A Main Street American Company

February 1, 2006

duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", "personal injury", or "advertising injury" to which this insurance does not apply. We may at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D - Liability and Medical Expenses Limits of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:
 - (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (b) The "bodily injury" or "property damage" occurs during the policy period."

Your Businessowners Liability Coverage Form sets forth who is insured under the policy:

"C. Who Is An Insured

1. If you are designated in the Declarations as:

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your "employees", other than either your "executive officers"..., but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. . . ."

Your Businessowners Liability Coverage Form defines "Auto" as a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.....

Your Businessowners Liability Coverage Form sets forth the following exclusions which may apply to this loss:

"B. Exclusions

February 1, 2006

1. Applicable to Business Liability Coverage

This insurance does not apply to:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

Based on the above, there is no coverage available to you for this pending claim. If you disagree with our position, or receive any additional material that you feel would provide you with coverage, please forward copies to us immediately. Failure to do so could jeopardize any coverage you may otherwise have available.

The contents of this letter does not constitute and is not intended as a waiver of any undisclosed existing or future violations of any other terms of the policy contract.

If you have any questions about the effect this letter has on the application of coverage under this policy, you may and are encouraged to consult your own counsel. Please feel free to contact me at 1-800-962-5515 ext. 1460 to discuss this matter.

Sincerely yours,

Edward C. Airel
Claim Representative

cc: Alfred Mainetti, Esq.
Brian Blakely
Paul Goldstein, Esq.
De Forest Group
Naccarato Insurance
Peter & Nancy Slingerland c/o Paul Goldstein, Esq.